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GOVERNMENT GAZETTE

BOLETIM OFICIAL

GOVERNMENT OF GOA, DAMAN AND DIU

Development Department 'B'

Notification

HS-22-1/68

The Village Housing Project Scheme Rules, framed by the Government of India, for the Union Territory of Goa, Daman and Diu are hereby reproduced below for the general information of public.

By order and in the name of the Administrator of Goa, Daman and Diu.

R. K. Gupta, Deputy Secretary (Planning).

Panaji, 10th September, 1968.

Rules for grant of loans for construction/improvement of Houses under Village Housing Projects Scheme in Union Territories

(Revised in May, 1967)

Rules for grant of loans for Construction/Improvement of Houses under Village Housing Projects Scheme in Union Territory Government and Administrations. (Circulated under Ministry of Works Housing and Supply letter No. 23(20)/64-HII dated the 18th May, 1967.

1. Loans under these Rules may be granted to the residents of villages selected for development under the Village Housing Projects Scheme or to co-operatives of such persons for building of new houses or for improvement or existing houses on aided-self-help basis.

2. The loan granted for either of the two purposes mentioned above shall not exceed 80 per cent of the estimated cost of construction or improvement of the house, subject to a maximum loan of Rs. 3,000. The cost of land will be excluded from the estimate except in such a flood affected village where houses

are to be rebuilt on a new site free from danger of floods:

Provided that loans shall not be granted to persons who intend to build houses estimated to cost more than Rs. 5,000/-.

Provided further that in the case of improvement of existing houses —

- (i) loans shall be granted to effect such improvements only as call for substantial expenditure such as enlargement of living accommodation, construction of a kitchen, store, cattle-shed, latrine, reflooring, re-roofing and provision of doors, windows and ventilators. Whether a particular improvement involves a substantial expenditure or not will be decided by the Administrator or any officer authorised by him to grant to loans under this Scheme.
- (ii) no loan shall be granted for improvement of a house which is likely to be demolished on the basis of the layout plan drawn up for the village or which does not figure in the plan.
- (iii) the total loan granted for this purpose during a particular year, shall not exceed 20% of the amount allocated to the Administration for grant of loans under the Village Housing Projects Scheme for that year.

3. The loans shall be sanctioned by the Administrator or any other officer authorised by him in this behalf.

4. Applications for loans shall be made to the sanctioning authority through the Block Development Officer concerned in the form at Annexure «A».

Note: The term "Block Development Officer" used in this and the following Rules and Instructions shall include, in case of villages selected outside Community Development Blocks, such other officer as might be authorised by the Administrator in the behalf.

5. In granting loans, preference shall be given to such eligible applicants as belong to the lower income groups, or to cooperatives of such persons.

6. (a) No loans shall be granted without a local enquiry by the Block Development Officer in regard to (i) the title of the applicant over the property offered as security; and (ii) the repaying capacity of the applicant, with reference to his income over the last three years, his assets and liabilities, and other such particulars. The applicants shall furnish such documents or evidence in this respect as might be asked for by the Block Development Officer concerned.

(b) No loan shall ordinarily be granted for the construction of a new house to a person who already owns a house in his/her own name or in the name of his/her wife/husband or minor children/dependants within the Union Territory in which the house is proposed to be built. The Administrator or any other officer authorised by him in this behalf may, however, relax this rule in exceptional cases where he is satisfied that the house proposed to be built is required for the *bonafide* residence of the applicant.

7. The Administrator or any other officer authorised by him in this behalf will determine the amount of loan which may be given to each applicant, keeping in view the repaying capacity of the applicant and the extent of security offered by him.

8. The applicant must own the house-site and should be a *bonafide* resident of the village in which the Scheme is being implemented. He should be able and willing to contribute from his own resources at least 20% of the cost of construction/improvement his contribution may be in cash or in the shape of building materials or the labour of himself and members of his family.

9. The construction of the house shall be completed within a period of one year from the date of sanction of the loan. The Administrator (or any other officer authorised by him in this behalf) may, however, in deserving cases extend this period by a further period not exceeding six months.

In the case of improvements, the work shall be completed within a period of six months from the date of sanction of the loan. The Administrator, or any officer authorised by him in this behalf, may, however, in deserving cases extend this period by a further period not exceeding three months.

10. If the work is not completed within the period allowed under these Rules, the amount of loan shall be recovered summarily as "arrears of land revenue".

11. (a) The land and the house proposed to be constructed or reconstructed thereon shall be mortgaged to the Government as security for the repayment of the loan with interest due thereon, and Government shall have the first charge on the property during the currency of loan.

(b) In the event of default in the repayment of loan instalments including interest thereon, by the loanee, the Government may order recovery of the outstanding dues of the Govt. as "arrears of land revenue".

12. The form of the Mortgage Bond shall be as in Annexure 'B'.

13. The loan for construction of new houses shall ordinarily be disbursed in three stages: i. e. 30% of the loan shall be disbursed only after a Mortgage

Bond as prescribed in Rule 12 is executed by the borrower and he is otherwise ready to undertake construction immediately; 50% when the construction reaches plinth level stage; and the balance of 20% of loan will be paid only when the construction reaches the roof level stage.

In the case of improvement of houses, loans upto and including Rs. 400 may be paid in lump sum after a Mortgage Bond as prescribed in Rule 12 (to be modified suitably for the purpose) is executed by the borrower and he is otherwise ready to undertake the work. Loans exceeding Rs. 400 may be disbursed in two instalments, the first instalment not exceeding one half of the total sanctioned loan being disbursed on execution of Mortgage Bond as stated above, and the other when the authority concerned is satisfied that the loan advanced had been fully utilised and that approximately one half of the work has been actually completed.

14. The loans shall ordinarily be recoverable in twenty annual equated instalments of principal and interest—the first instalment being due eighteen months in the case of loans for construction of houses and twelve months in the case of loans for improvements of houses, after the date on which the first instalment of loan is disbursed to the individual. Borrowers may, if they so desire, repay the loans in any period shorter than 20 years.

15. The loans shall carry interest as may be fixed from time to time by the Administrator in consultation with the Government of India.

16. The land together with the house constructed/improved with the loan sanctioned under the Scheme, shall remain mortgaged to the Government until the loan is completely repaid with interest.

17. The house shall be constructed/improved in accordance with the layouts, specifications and designs for houses prescribed/approved by the Government at the time of sanctioning the loan. *Ordinarily* the floor area of a house to be constructed or of the existing house after improvement should not be less than 300 square feet.

18. The applicant shall utilise the amount advanced under this Scheme for the purpose for which it is advanced and for no other purpose.

19. No loan under this Scheme shall be granted to a villager who has already obtained or applied for a house-building loan under the Low Income Group Housing Scheme or any other Government Scheme.

Provided that the members of Scheduled Castes and Scheduled Tribes who are entitled to subsidy for construction of houses from the funds earmarked specifically for advancing their welfare, may be granted loan for construction/improvement of a house under the Village Housing Projects Scheme, subject, however, to the condition that the amount of loan plus subsidy should in no case exceed the quantum of loan normally admissible under the Village Housing Projects Scheme.

20. The applicant shall at all reasonable times permit any person or persons authorised by the Government to inspect the house under construction or being improved.

21. The applicant shall maintain the house in good repair until the loan, together with the interest due thereon has been repaid to Government in full.

22. When the loan and the interest due thereon have been repaid in full by the applicant, immediate action shall be taken by Government to reconvey the house and the land on which it is built, to the applicant.

ANNEXURE 'A'

Form of Application

For Grant of Loans for construction/improvement of houses under Village Housing Projects Scheme

- (1) Name of applicant (in Block letter):
- (2) Age:
- (3) Name of father/husband:
- (4) Name of Village and Taluka:
- (5) Occupation of the applicant:
- (6) Annual income (Give details of Agricultural land and other property).
- (7) (a) Survey Number or numbers of the house-site;
(b) Boundaries of the site-North, South, West and East.
- (8) Total area and the market value of the house-site/house to be improved.
- (9) Details of the documents to prove ownership of the house-site/and house to be improved.
- (10) Encumbrances, if any, attached to the house-site/and house to be improved.

For construction of New houses of complete re-building of old houses

- (11) Particulars of the house to be built (if one of the model plans is to be followed, then state its design number):
(a) cost;
(b) Plinth area;
(In case some modifications are required in the model plans to suit individual requirements, attach a rough plan of the house as it should be with approximate estimate of the cost and specifications).

For improvement of existing houses

- (12) Particulars of the improvements proposed to be made: —
(a) Cost;
(b) Nature and extent (Mention in detail the purpose for which the loan is required, i.e. whether it is for enlarging living accommodation, construction of a Kitchen, store, cattle shed, reflooring, re-roofing, provision of doors, windows and ventilators, etc.)
- (13) Amount of loan required for construction/reconstruction/improvement of the house.
- (14) Total amount to be invested by the applicant:
(a) In cash;
(b) In the form of material;
(c) In the form of his own labour or of the members of his family.
- (15) Details of loans and advances from all sources outstanding against the applicant:

Purpose of loan	Amount (in rupees)	Amount still to be repaid (in Rupees)

(16) Period of repayment: (Number and amount of instalments to be specified).

(17) Any other information considered appropriate or essential by the applicant.

I...son of...resident of...do hereby solemnly affirm and declare that the contents of this application are correct and true to the best of my knowledge and belief and that I have not concealed or with-held any fact or facts.

(Signature or
Thumb impression of the applicant).

Station:

Date:

This indenture is made this ... day of ... 196 between ... hereinafter referred to as «the borrower» (which expression shall unless excluded by or repugnant to the context include* his heirs, executors, administrators and assigns/their@ successors and assigns) of the one part and the President of India, hereinafter called «the Government» (which expression shall unless excluded by or repugnant to the context include his successors and assigns) of the other part.

Whereas the borrower is seized/owner and possessed of or otherwise well and sufficiently entitled to the land, hereditaments and premises described in the Schedule hereunder written free from all encumbrances.

And Whereas the borrower intends to construct a house/make improvements on the said property (hereinafter called the said premises), and has applied to the Government for a loan of Rs. ... (Rupees ...) only for the purpose of enabling the borrower to so construct/improve the said house.

And Whereas the Government has sanctioned loan of Rs. ... (Rupees ...) only to the borrower subject to the terms and conditions contained in the Rules for the grant of loans under the Village Housing Projects Scheme (hereinafter referred to as the Rules, a copy of which is hereto annexed and which shall form part of this Indenture) and also those mentioned hereinafter.

And Whereas the Government has agreed to advance the said loan to the borrower on his agreeing to the repayment of the said loan with interest and to execute a mortgage of the premises in favour of the Government.

Now this Indenture Witnesseth as follows:—

1. The Government will advance the amount of the loan of Rs. ... in ... instalments at the time and in the manner follows:—

In the case of construction of a house

- (a) on the execution of this Deed Rs. ... (Rupees ... only)
- (b) on the completion of the house to plinth level, Rs. ... (Rupees ... only); and
- (c) on the completion of the house upto roof level, Rs. ... (Rupees ...) only.

In the case of improvement of a house

- (a) on the execution of this Deed Rs. ... (Rupees ... only).
- (b) on completion of one-half of the work Rs. ... (Rupees ... only).

* applicable to individuals.

@ applicable to Cooperative Societies.

2. In consideration of the premises, the borrower covenants with Government to repay to the Government the full amount of the said loan of Rs. ... together with interest thereof in 20 (twenty) annual equated instalments. The repayment of the loan in the manner aforesaid shall commence from the expiry of eighteen months/twelve months from the date of the receipt by the borrower of the last instalment of the said loan provided always that in the event of borrower committing a breach of any of the terms and conditions herein contained, the Government shall without prejudice to any other right or remedy available to it hereunder as well as in law be entitled to recover from the borrower interest on the said loan or the balance as then may be due at the rate of ... per annum being the normal rate of interest payable by the borrower to the Government in respect of the said loan.

3. The borrower shall pay interest at the rate of per annum provided always that if on the day on which the payment of interest ought to be made, the borrower, having complied with his/her/their obligations hereunder other than those relating to the payment of the full amount of the said loan, shall pay interest to the Government on the said loan or part thereof remaining due and payable at the rate of per annum the Government shall accept such payment in satisfaction of payment of interest at the rate hereinbefore mentioned.

4. If the borrower shall make default in punctual payment of the instalments either of the principal or interest or if the borrower shall become insolvent or if the borrower shall fail to observe or perform any of the terms, conditions and stipulations herein contained or in the Village Housing Projects Scheme and the Rules for the grant of loans framed under this Scheme by the Government and on his part to be observed and performed, than and in any such case the whole of the principal amount of the loan or so much thereof as shall than remain due and unpaid shall become payable forthwith to the Government with interest thereon at the rate of per annum calculated from the date(s) of the payment by the Government of the respective instalments.

5. In further pursuance of the said agreement and for the consideration aforesaid and to secure repayment of the said loan and interest as shall at any time or times be due to the Government under the terms of these presents, the borrowers both hereby grant, convey, transfer and unto the Government all that piece or parcel of land or ground and buildings together with messuages, tenements or dwelling house hereafter to erected thereon situate at ... and more particularly described in the said schedule hereunder written and delineated on the plan thereof hereto annexed and thereon shown as surrounded by ... boundary line (hereinafter referred to as «the premises») with all rights, easements and appurtenances thereon belonging TO HOLD said premises upto and to the use of the Government absolutely forever free from all encumbrances SUBJECT NEVERTHELESS to the proviso for redemption hereinafter contained PROVIDED ALWAYS and it is hereby agreed and declared that if the borrower shall pay to the Government the said principal sum and interest hereby secured in the manner herein provided and also other moneys, if any, by these presents payable by the borrower to the Government, then the Government at any time thereafter upon the request and at the cost of the borrower reconvey the said premises unto and to the use of the borrower or as he may direct.

6. If there shall be any breach by the borrower of any of the covenants and stipulations herein contained and on his part to be observed and performed or if the borrower shall become insolvent or go into liquidation before the mortgage debt shall have been fully paid off or if the mortgage debt becomes payable to Government forthwith hereunder then and in any of such cases it shall be lawful for the Government to sell the said premises or any part thereof either together or in parcels and either by public auction or by private contract with power to buy in or rescind or vary any contract for sale and to resell without being responsible for any loss or diminution, which may be occasioned thereby and for the purposes aforesaid to execute and to do all such assurances and things for effectuating any such sale as the Government shall think fit and the aforesaid power shall be deemed to be a power to sell the said mortgaged premises in default of payment of the mortgage debt without the intervention of the court within the meaning of section 69 of the Transfer of Property Act, 1882 and IT HEREBY AGREED and declared that the receipt of the Government for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom and from being concerned to see to the application or being answerable for any loss or misapplication thereof AND IT is hereby further declared that the Government shall hold the moneys to arise from any sale in pursuance of the aforesaid power UPON TRUST in the first place thereout to pay all the expenses incurred on such sale and in the next place to apply such moneys in or towards the satisfaction of the moneys for the time being owing on the security of these presents and then to pay the surplus (if any) to the borrower.

7. For the consideration aforesaid and as further security for the repayment of the aforesaid loan and for the performance of the covenants herein contained the borrower hereby hypothecated all the building materials and articles purchased by the borrower for the construction/improvement of the said house and any other building materials and articles

which may hereafter be purchased by the borrower for the construction thereof TO THE INTENT that all such building materials and articles shall remain and form additional security for the repayment to the Government of the mortgage debt in the manner aforesaid PROVIDED THAT if there shall be any breach by the borrower of any of the covenants and stipulations on his part to be observed and performed or if the borrower shall commit default in the payment of any instalment of principal or interest due hereunder on the due dates hereinbefore mentioned or if the borrower becomes insolvent or goes into liquidation or the mortgage debt becomes payable to Government forthwith hereunder then and in any of such cases for the purpose of recovering any amount as may become due by the Government, the Government shall have power without the interventions of the Court to take possession of the building materials and articles hereby hypothecated and sell or concur with any other person in selling the same or any part thereof either together or in lots and either by public auction or by private contract subject in any such case it shall be lawful for but not obligatory upon the Government to repair and keep in good and substantial repair and working order the said mortgaged premises or any part thereof and to pay any such revenue, ground rent, taxes and assessments, dues, duties and outgoing AND all moneys, costs, charges and expenses of such repair and the paying of such revenue, ground rent, rates, taxes and assessments, dues, duties and outgoings shall be a charge upon the mortgaged premises jointly with all principal moneys and interest hereby secured as if they had formed a part thereof.

8. The borrower hereby covenants with the Government as follows:—

- (a) The borrower shall utilise the amount of the loan hereunder for the purpose of the construction of a house/improvement of a house already existing on the said premises and for no other purpose.
- (b) That the borrower now hath in himself good right/full power and lawful authority to grant, convey, transfer and assure the said premises unto the use of the Government in the manner aforesaid.
- (c) That the borrower, shall, out of his own resources, spend on the construction of the said house a minimum amount of Rs. ... (Rupees ... only) representing of the cost of the house erected/of the improvement carried out on the house already existing thereon.
- (d) The borrower shall not without the previous sanction of the Government transfer the premises by way of sale, gift, mortgage or otherwise or any right, title or interest thereunder, till such time as whole amount of the loan and interest remains unpaid.
- (e) The borrower shall maintain regular and complete account of expenses incurred and of the stock and materials purchased in connection with the construction/improvement of the house and furnish such information to the Government as may be required from time to time and allow any person or persons authorised by the Government to inspect such accounts.
- (f) The borrower shall permit any person or persons authorised by the Government to inspect the building under construction/improvement as also the building materials and stock.
- (g) The borrower shall complete the construction/improvement of the house before the end of ... 196 ...
- (h) The borrower shall from time to time and at all time during the continuance of these presents keep the said mortgaged premises and every part thereof in a good and substantial state of repair and working order and shall pay all revenue, ground rent, rates, taxes, and assessments present as well as future and all dues, duties and outgoing whatsoever payable in respect of the same immediately they shall become due and payable AND in case the borrower neglects to keep the said mortgaged premises or any part thereof in good and substantial repair and working order or to pay the revenue, ground, rent, rates, taxes, and assessments, dues, duties and outgoings as aforesaid, then and in any such case it shall be lawful for but not obligatory upon the Government to repair and keep in good and substantial repair and working order the said mortgaged premises or any part thereof and to pay any such revenue, ground rent, taxes and assessments, dues, duties and outgoing AND all moneys, costs, charges

and expenses of such repair and the paying of such revenue, ground rent, rates, taxes and assessments, dues, duties and outgoings shall be a charge upon the said mortgaged premises jointly with all principal moneys and interests hereby secured as if they had formed a part thereof.

Without prejudice to the rights of the Government under the preceding clauses, all sums found due to the Government under or by virtue of these presents shall be recoverable from mortgager in the same manner as an arrear of land revenue under the law in force and any amendment thereof, or in any other manner as the Government deem fit.

10. AND IT IS HEREBY AGREED AND DECLARED that the Government shall have the fullest liberty without affecting the security herein to postpone for any time and from time to time any of the powers exercisable by it against the borrower either under these presents or otherwise and either to enforce or forbear any of the terms and conditions herein contained.

Schedule of the Property

IN WITNESS WHEREOF THE PARTIES HERETO have executed these presents the day and the year herein above written.

Signed and delivered by the within named borrower in the presence of

(1) ...

(2) ...

Signed and delivered by

For and on behalf of the President of India, in the presence of—

(1) ...

(2) ...

Instruction to the block Development Officers in regard to implementation of Village Housing Projects Scheme

1. The 'Village Housing Projects Scheme' should be given wide publicity in the Villages selected for implementing the scheme, through the Village Panchayats and Gramsevakas.

2. As soon as the Villages are selected and grouped together, applications should be invited from the villagers for loan assistance. A reasonable time limit should be prescribed for receipt of such applications.

3. The Block Overseer will render all technical assistance required by the villagers in the preparation of the plan and estimates and in the execution of the work.

4. All applications for loan will be considered by the Blocks Development Officer and forwarded to the Chief Commissioner, Lt. Governor, administrator or any other officer duly authorised by him in this behalf, for sanction, according to instructions issued by the Chief Commissioner/Lt. Governor/Administrator from time to time.

5. The number of loans sanctioned in a particular village in any financial year should not ordinarily exceed 10 to 12 percent of the number of existing houses in that village.

6. The loan granted to each applicant should be kept as low as possible and should be determined in relation to his repaying capacity.

7. (a) In order to ensure the security of loan, the Block Development Officer should make a thorough enquiry to satisfy himself that the title of the applicant to the plot of land on which he proposes to build the house or to the house proposed to be improved is clear and free from all encumbrances.

(b) The Block Development Officer should also make sure with reference, to the income of the applicant as also with references to any other loans taken or liabilities incurred by the applicant, that the loan asked for under the Village Housing Projects Scheme would be within the applicant's repaying capacity. While forwarding the applications for loan to the Chief Commissioner/Lt. Governor/Administrator or some other authority authorised in this behalf, the Block Development Officer should clearly record his findings and recommendations in this respect.

8. In granting loans preference should be given to such eligible applicants as belong to the lower income group or to backward classes.

9. Generally loans to construct new houses should not be given to any person who has a residential house already; but where there is evidence that the new house to be constructed is essentially needed for his own *bonafide* residential purposes loan may be granted.

10. Applicants for loan for construction of new houses should satisfy the following conditions:—

(a) they must be *bonafide* residents of the village in which the scheme is being implemented and should be able and willing to contribute from their own resources at least 20% per cent of the cost of construction (inclusive of cost of land in the flood-affected villages); and

(b) they should be willing to build their houses in accordance with the layout plans and specifications.

11. The Block Development Officer should give special attention to the all-round development of the villages selection for implementing the Village Housing Projects Scheme. Improvement of communications, water supply, health and rural sanitation, development of village industries, etc. should receive particular attention. Departmental funds should as far as possible be utilised in these villages in adequate measure.

12. The Block Development Officers will render the village all assistance in the procurement of scarce and controlled materials required for the construction of the houses.

13. The Block Development Officer or such other higher officer as may be prescribed by the Chief Commissioner/Lieutenant Governor/Administrator will be responsible for watching the recovery of the loan under the scheme. They should maintain proper accounts and registers in this regard.

Labour and Information Department

ORDER

LC/1/MDLB/68

The following Notification from the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), New Delhi, is hereby republished for information of all concerned.

By order and in the name of the Administrator of Goa, Daman and Diu.

B. Ram, Secretary, Industries and Labour Department.

Panaji, 26th September, 1968.

Notification

67/13/68-Fac. II

Dated the 6th September, 1968

S. O. — In exercise of the powers conferred by sub-paragraph (3) of paragraph 1 of the Dock Workers (Safety, Health and Welfare) Scheme, 1961, the Central Government hereby notifies the 1st October, 1968 as the date on which paragraph 12(2), 16 and 20 of the said Scheme shall come into force.

Sd/-

K. D. HAJELA
Under Secretary

ORDER

LC/17/P.I/Not/68

The following Notification from the Government of India, Ministry of Labour, Employment and Rehabilitation (Department of Labour and Employment), New Delhi, issued under Personal Injuries (Compensation Insurance) Scheme, 1965, is hereby republished for information of all concerned.

By order and in the name of the Administrator of Goa, Daman and Diu.

B. Ram, Secretary, Industries and Labour Department.

Panaji, 26th September, 1968.

Notification

3/29/68-Spl, Fac. II

Dated the 12th September, 1968

S. O. — In pursuance of sub-clause (1) of clause 6 of the Personal Injuries (Compensation Insurance) Scheme, 1965, the Central Government hereby determines the equivalent of all advance payments of premium already paid by an employer as the total premium due on a policy of insurance.

Sd/-

N. N. CHATTERJEE

Joint Secretary.